

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30

1. Requisition Number See Each Order		Page 1 OF 34 Pages			
2. Contract No. N/A	3. Award/ Effective Date N/A	4. Order Number N/A	5. Solicitation Number SP0730-04-R-0001	6. Solicitation Issue Date 30 DEC 2003	
7. For Solicitation Information Call		a. Name Mr. Jerry Bezanson & Mr. Jim Secrist DSCC-NL		b. Telephone Number (NO COLLECT CALLS) Jerry 614-692-8569 Jim 614-692-7346	8. Offer Due Date/ Local Time 30 DEC 2004/ 5:00 PM

9. ISSUED BY	CODE	SC0900	10. This Acquisition is: <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> 8(A) NAIC: SIZE STANDARD:	11. Delivery for FOB Destination Unless Block is Marked % For <input checked="" type="checkbox"/> See Page 2, note 9.	12. Discount Terms
15. DELIVER TO			16. ADMINISTERED BY		
CODE			CODE		
To be determined with each Order (See DSCC 52.247-9E12)			See Block 9		

17a. Contractor/	Code		Facility		18a. Payment will be made by:	Code\	
				DFAS COLUMBUS CENTER ATTN DFAS CO TLSCAA CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-2317 EFT: T			
Telephone No.							
<input type="checkbox"/> 17b. Check if Remittance is different and put such Address in Offer				18b. Submit Invoices to Address shown in Block 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			

19. Item No.	20. SCHEDULE OF SUPPLIES/SERVICES	21. Quantity	22. UNIT	23. UNIT PRICE	24. AMOUNT
The items covered in this solicitation are not specific. The purpose of this solicitation is to allow items to be placed on the DOD EMALL. The DOD EMALL is a Web-based acquisition system that gives Government users the ability to order items through use of the Internet. They can use either their Government Purchase Credit Card or Mil-Strip authority for payment. (For more information on how EMALL functions please go to http://www.emall.dla.mil/.					
(ATTACH ADDITIONAL SHEETS AS NECESSARY)					

25. Accounting and Appropriation Data TO BE DETERMINED ON EACH ORDER	26. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212.1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA.	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN AND RETURN _____ <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30.b. NAME AND TITLE OF SIGNER	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER	31c. DATE SIGNED
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32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.	33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
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32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (LOCATION)	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)**Block 8 (continued):**

Offer Due Date: Any time prior to closing date of solicitation (Acquisition allows for offers to be submitted at any time during the year.). Proposals may be provided under this Solicitation at any time up to 30 DEC 2004.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number and name of one of the people mentioned above.

Facsimile are permitted per FAR 52.215-5. Transmit Facsimile Offers to 614-692-3324

Offers can be emailed to either <mailto:James.Secrist@DLA.Mil> or Jerry.Bezanson@DLA.Mil

Block 15 (continued): The delivery location(s) will be provided with each Delivery Order. Your shipping costs and charges must be included in the price.

Block 17a. (continued):

Offeror's assigned CAGE code _____

Block 17b. (continued):

Offeror shall insert their remittance address, if such address is different from that shown by the Offeror in Block 17a of Standard Form 1449:

Award Details:

Any award made against this solicitation will result in an indefinite Quantity Requirements type contract.

ATTENTION CONTRACTORS!!

All Contractors are required to register in the Central Contractor Registration (CCR) System (Federal Acquisition Regulation 4.1102). Unregistered Contractors will not be eligible for awards solicited. Help with CCR registration is available at your regional Electronic Commerce Resource Center (ECRC). <http://www.ccr.gov/>

ALTERNATIVE DISPUTE RESOLUTION (ADR)

It is the goal of this Center for all parties to be satisfied at contract completion. Consequently this Center is encouraging the use of all forms of ADR to resolve differences of view that may occur under the contract, whether the differences involve disputes of contract terms, issues of administration, or merely points of inquiry. The use of any form of ADR is voluntary for all parties. Any costs associated with the use of ADR will be agreed to by both parties and with no increase in contract price, unless agreed to otherwise.

FAR 52.252-1 PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The contractor is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this/these address(es) <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es) <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

DSCC NOTE – PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTACTING REGISTRATION:

Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

DSCC 52.204-9C03 - DSCC WEB SITE (OCT 02)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at http://www.dscclia.mil/library/provisions_clauses/archive/dscclia/masterrev1/partiv.html

Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

DLAD 52.239-9000 – Y2K COMPLIANCE NOTICE– (Feb 2002)**SUPPLIES/SERVICES AND PRICES
THE FOLLOWING NOTES APPLY:**

(The Majority of the Clauses Referenced in these Notes are found on Pages 13 through 24)

Note 1: For information concerning the types of items of primary interest please go to: <http://www.supply.dla.mil/> . Access the *Customer Services Handbook* and the subcategory *Federal Stock Class (FSC) Assignments*. The FSCs found in this section have descriptive titles. Select the FSC or FSCs that most resemble the items that you intend to offer. Based upon those FSCs determine which Inventory Control Point (ICP) manages that type of item.

If more than one ICP manages the items choose the one that manages the most. Solicitation Links for all three ICPs are located at the DLA Web page <http://www.supply.dla.mil/> or at <http://www.dsccl.dla.mil/>. Download the Solicitation for the appropriate ICP and submit your offer to that ICP.

Offers involving product lines not assigned to an ICP can be submitted to any of the ICPs.

Note 2: Offers shall be evaluated in a progression to the needs of the Government. The following priority table shall be used:

- 1st Priority: Vendor has the sponsorship of Defense Agency acquisition personnel expecting to purchase items within the current Fiscal Year.
- 2nd Priority: Offers where there is contract history within DOD with respect to current customer needs.
- 3rd Priority: Offers with items that have no current sales, but where it is highly likely that DOD sales will result.
- 4th Priority: All other offers.

No proposal will have the start of evaluation delayed longer than 180 days.

Note 3: DOD EMALL encourages the use of Price Breaks.

Note 4: Supplies to be furnished under any resultant contract will be ordered by the Defense Supply Center Columbus via connections as described in Clause **DSCC 52.215-9C20**. Successful offerors will be required to be able to receive orders within 45 days after the date of the contract.

Note 5: Acquisition for the DOD EMALL functions in an environment known as “Customer Value Contracting” – where the actual user determines which items he wants. There are no clear-cut annual estimates. Therefore, it is not “One NSN – One Vendor” as is found in most other forms of Acquisition. In fact, items do not need NSNs to be put into DOD

Note 6: As mentioned in Note 4, the DOD or Government user determines which item is ordered based upon HIS criteria. Therefore, it could be any factor by which the determination to order is made. It could be: price, delivery, a perceived quality, “Green Tree”, or even brand name preference.

Note 7: This solicitation contains an option provision. Offerors are directed to see Clause **DSCC 52.217-9C14**, titled “Option to Extend the Term of the Contract - Supplies”

Note 8: Please be aware that this solicitation is not the sole way by which sources arrive on the DOD EMALL.

Note 9: Also, there may be regulatory measures requiring steps beyond this solicitation if certain types of items are offered.

Note 10: Offerors should fill out Blocks 12, 17a, 17b, 30a, and 30b of SF 1449.

SUPPLIES/SERVICES

We are requesting that manufacturers or dealers submit price lists of items in the form of catalogs, spreadsheets, GSA Schedules, etc. to be considered for the DOD EMALL. We seek products used by Military or other Federal consumers. Our emphasis is on (but not limited to) commercial items that can be ordered and shipped promptly. Surplus items and items requiring Government Source Inspection are not permitted on DOD EMALL. Items that are mandated by law to be acquired from certain sources also can not be considered*.

For a vendor's list to be acceptable for inclusion in the DOD EMALL, The following data elements must be included:

Vendor Part Number
 Manufacturer Name
 Manufacturer Part Number
 Any other Appropriate Number (such as OEM Part Number or Military Specification Number)
 National Stock Number (If applicable)
 (Note: sometimes a contractor is unaware of the existence of a National Stock Number – This will not effect the acceptability of their offer.)
 Product Name
 Item Description
 Unit of Issue
 Quantity of Unit of Issue
 Price **
 Delivery Terms ***

Other data elements that can be accommodated by the DOD EMALL architecture are:

Trade Name
 Product Image
 Product Origin
 Product Dimensions
 Universal Product Code (UPC)
 Environmental Preferable Products****
 Material Safety Data Sheet Availability
 And other data elements which may be added at a later time.

For information concerning the types of items of primary interest please go to: <http://www.supply.dla.mil/> . Access the *Customer Services Handbook* and the subcategory *Federal Stock Class (FSC) Assignments*. The FSCs found in this section have descriptive titles. Select the FSC or FSCs that most resemble the items that you intend to offer. Based upon those FSCs determine which Inventory Control Point (ICP) manages that type of item.

If more than one ICP manages the items choose the one that manages the most. Solicitation Links for all three ICPs are located at the DLA Web page <http://www.supply.dla.mil/> or at <http://www.dsccl.dla.mil/>. Download the Solicitation for the appropriate ICP and submit your offer to that ICP.

* Mandatory Sources (DLSC HQ, February 1999)

- a. The Government is statutorily obligated to purchase items provided by Javit-Wagner-O'Day (JWOD) solely from them. These sources are nonprofit agencies, designated by the Committee for Purchase from People Who Are Blind or Severely Disabled ("the Committee"), that are associated with either the National Industries for the Blind (NIB) or NISH, formerly National Industries for the Severely Handicapped. A contractor receiving an award under this solicitation is required to remove such items from its catalog/storefront. This requirement does not apply if the contractor is an officially authorized JWOD distributor, and acquired such items from JWOD sources. This screening and exclusion of items from your offer is also required for Federal Prison Industries, Inc. (UNICOR) items
- b. Offerors should contact the Committee at info@jwod.gov, or by fax at 703-603-06555 to obtain information on commercial items that must be excluded in accordance with the above policy. Offerors may access the UNICOR Procurement List at <http://www.unicor.gov>, for similar information regarding items that may only be purchased from Federal Prison Industries, Inc. DLA will screen and remove any items that DLA is required to purchase under existing DLA Requirements-Type Contracts.
- c. FAR 8.003 mandates the use of FAR Clause 52.208-9, CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY, incorporated herein, in all solicitations and contracts that require a contractor to purchase supply items for Government use that are available from JWOD/NIB/NISH sources. The clause reiterates

that the JWOD Act's (41 U. S. C. 46-48c) restrictions have applicability, whether the purchase is made directly by the Government or through a contractor.

- d. Offerors are encouraged to offer, stock, and distribute NIB/NISH articles. Such an arrangement could be limited to the NIB/NISH items deleted from the contractor's database, or it could include a variety of other JWOD items. Contact the Contracting Officer for further details.

(1) National Industries for the Blind (NIB)
1901 North Beauregard St. STE. 200
Alexandria, VA 22311-1705
(703) 998-0770

(2) National Industries for the Severely Handicapped (NISH)
2235 Cedar Lane
Vienna, VA 22182-5200
(703) 560-6800

****Vendor prices shall always be as low or lower than prices offered to preferred customers buying similar sales volume to that sold to the Department of Defense. Pricing must be FOB: Destination. Pricing must include any applicable taxes, shipping, and handling costs. The contractor may also set regional pricing to compensate for shipping costs. These regional prices shall be based upon the shipping destination as designated by Postal ZIP Code or Country Code. The contractor may limit their items in such a way that they are only available in a particular region. Pricing may be set up in incremental ranges or quantity price breaks.**

*****The contractor shall state delivery in terms of the number of days to ship After Receipt of Order (ARO) or provide a real-time quantity that is available in their inventory. Contractors may change the delivery schedules at any time and are not required to inform the Contracting Officer. However, Contractors shall honor the posted delivery times that were displayed at the time the order was placed by the customer. Contractors who fail to meet shipping times frames may be suspended from participation in the EMALL.**

****** Designating Environmentally Preferable Products:**

The Department of Defense and the Civil Agencies of the Federal Government encourage acquisition of environmentally friendly products. Products that meet specific standards are identified with a "Green Tree" symbol to allow government personnel to readily identify those items while shopping on the DOD EMALL. Contractors awarded a contract as a result of this solicitation may "self declare" that their products meet or exceed one or more of the environmental standards that have been approved for use by the DLA. These standards include:

- a. **Comprehensive Procurement Guidelines (CPG)** This designation applies when an item meets or exceeds Product Comprehensive Procurement Guideline – Recovered Materials Advisory Notices (RMAN). A list of products meeting this criterion is located at <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>.
- b. **Energy Efficient Products (EE)** This designation applies when an item meets or exceeds Department of Energy (DOE) Products Standards – products in the top 25 per cent of energy efficiency for all similar products, or at least 10% more efficient than required by DOE standards, or that meet efficiency criteria of the EPA FDOE Energy Star label. See URL: <http://www.eere.energy.gov/femp/prodtech/preferred.html> for energy efficient products
- c. **DOD Water Conserving Products** This designation applies to plumbing fixtures that meet or exceed the DOE Federal Energy Management Program (FEMP) recommended performance standards for flow rates, and are in the upper 25% of water efficiency of that product group. Further information can be found at: <http://www.eere.energy.gov/femp/techassist/waterconserve.html>
- d. **EPA's Water Efficient Products Market Enhancement Program** The EPA is currently starting to set up the listed project. It hypothetically could replace the DOE project or be in addition to it. For further information see: <http://www.epa.gov/OW-OWM.html/water-efficiency/>
- e. **State of California Low Volatile Organic Compound (VOC) Products** This designation applies when a product meets the VOC January 2000 content requirements that are established in the California South Coast Air Quality Management Source Specific Standards and are more strict than the Federal VOC content limits, established per CAA Section 18(e), and meet mandated EPA Clean Air Act Sec 183 standards. Further information can be found at: <http://www.arb.ca.gov/drdb/sc/cur.html>

When a vendor "self certifies" that its products meet one or more of the above criteria, a list of the declared Products with the applicable standard(s) shall be provided to the contracting officer prior to having this information loaded into the DOD EMALL. If the vendor asserts products offered for the DOD EMALL are environmentally friendly and meet a criteria other than those specified above, the criteria shall be provided to the contracting officer for evaluation.

The vendor is responsible for notifying the contracting officer if the part designated with a "Green Tree" no longer meets the requirements for this designation. Failure to do so could result in suspension from the program.

Order Process Vendors can receive orders via EDI or encrypted e-mail, or both. The EDI orders will be in conformance with ANSI X12 version 3050. Additional EDI transactions may be required such as:

850 Purchase Order
855 Purchase Order Acknowledgement
810 Invoice

Payment Process EMALL vendors may choose to receive payment directly from the customer's credit card, by invoicing DFAS, or both. Please select the payment option you wish to accept:

- ☐ Vendor accepts encrypted e-mail orders only, customers can only pay by credit card, and can not use MILSTRIP (Military fund code). The vendor will need to obtain decryption software. Details are available in the DOD EMALL.
- ☐ Vendor accepts EDI 850 orders via a Value Added Network or directly to the vendor. Customers will be able to order by credit card or MILSTRIP. Invoices to the Defense Finance and Accounting Service (DFAS) will be submitted electronically. DFAS shall make payment via EFT. It is required for all vendor to be registered in the Central Contractor Register (CCR) in order to receive payment.

The following is the official clause describing the connectivity required for order transmission. The italicized notations describe features unique to the DOD EMALL environment.

DSCC 52.215-9C20 Order Transmission (OCT 2002)

Supplies procured through the Defense Supply Center Columbus (DSCC) will be ordered via the Electronic Procurement Program Interface (EPPI). Offerors must check one of the following alternatives for paperless order transmission:

- ☐ Electronic Data Interchange (EDI) transmissions in accordance with ANSI X.12 Standards through a registered Value Added Network (VAN). *This method can transmit either MILSTRIP (Military fund code) or Credit Card orders.*
- ☐ Electronic Mail (email) award notifications containing Web links to electronic copies of the DD1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in.) *At this moment, this method can only transmit Credit Card orders.*

Note: DIBBS does not apply to DOD EMALL.

Offerors choosing email notifications for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://dibbs.dsccols.com> within days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section entitled "E-Mail Address for Receipt of DSCC Awards/Information."

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledge receipt or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 45 days after dated of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement "EPPI Auto Award" in Block 24 of the DD Form 1155 constitutes the Contracting officer's signature.

Note: Questions concerning EPPI should be directed to Paul Bosak at (614) 692-3559.

Note: Fast Payment Procedures may be used with the DFAS invoice payment method. See Clause FAR 52.213-1 Fast Payment Procedure.

Hosting Methodologies. EMALL vendors may choose one of four methods to post their catalog/lists to the DOD EMALL. All methods will be equally accessible to DOD EMALL customers. Contractors are not locked into any one hosting method but can change at will. We ask that you maintain a presence on DOD EMALL while in transition when making changes. For planning purposes, please select the payment option you wish to initially accept:

- ☐ **Contractor Hosted Catalogs.** The contractor allows the DOD EMALL to access product information from the vendor's in-house database (Contractor's server) using DOD EMALL software. Contractors who choose this approach shall maintain their own catalog data and ensure continuous access to it by DOD EMALL customers. The Government will furnish the contractor with the PartNet software and ePort at no charge. The PartNet software queries each remote vendor's catalog database according to queries submitted by DOD EMALL customers. All vendor results are returned to the individual customer in a single integrated view.
- ☐ **Contractor Hosted Catalog Approach – Use of Third Party Service Provider.** The contractor may select and pay a third party service provider to host their commercial catalog/list. The third party service provider must agree to use the PartNet software as an ePort to ensure uniformity in search engines. Contractors who choose this approach shall maintain their catalog data with tools to be

furnished by The third party service provider. Agreements between the contractor and the third party service provider must cover maintenance and ensure continuous access to it by DOD EMALL customers.

The third party service provider must include the data list above. If the vendor is accepting MILSTRIP orders, The third party service provider must be able to execute the ANSI transaction sets specified in this solicitation. The third party service provider must also be capable of receiving shipment status from the contractor for posting to the DOD EMALL. A sample listing of The third party service providers is available upon request from the contracting office.

- ☐ **DOD Hosted Catalog Approach.** Vendors can choose to have DOD host their catalog data. At the present time, there is no charge for DOD hosting. There may be a time in the future when a transaction fee will be instituted. The fee may be negotiated at different levels based upon business size.
- ☐ **Ariba Punch Out.** The DOD EMALL can access catalogs that are hosted on the Ariba eCommerce platform (<http://www.ariba.com>). For “Ariba Punch Out” enabled catalogs, the DOD EMALL will build an index of items to facilitate cross catalog shopping by EMALL customers.

Order Status. Order Status shall be provided using the vendor’s current customer support methodologies. An option found in the EMALL is an online capability which allows the vendor to enter order status into EMALL. Additionally, online order status can be provided by EDI transaction set 855. **CONTRACTUAL**

FUNCTIONALITY OF DOD EMALL

Phase-In Period. During the 45 day Phase-In time period, two tests will be performed with the EMALL to check both the search capabilities and for an end-to-end simulated purchase. If at the end of 45 days, complete functionality is not achieved, either party may withdraw in writing from this contract at no cost.

DLA Cost Recovery Rate. The DOD EMALL will add the DLA Cost Recovery Rate of **8%*** to your prices. The customer pays the surcharge and the vendor receives the original asking price. In the case where the customer pays by credit card, the vendor will be receiving both the asking price and the DLA Cost Recovery Rate charge. EMALL will provide accurate sales reports. The Vendor is responsible for rebating the DLA Cost Recovery Rate charge to the Government for those credit card sales. This rebate shall be done at the end of each quarter and shall be in the form of a check. The rebate will be forwarded to the contracting office, payable to “DFAS Disbursing Officer”.

Price Updates. Vendors are free to update pricing on a near real-time basis in order to remain competitive*. Any orders issued prior to the effective date of the price change will be honored at the prices stipulated in the order. Both parties must agree to any major changes to the basic contract pricing methodology or discount structure. Price updates must be confirmed by bilateral modification prior to updating of the database. The Government reserves the right to review at any time the prices found on the EMALL. The Government may suspend vendor participation in the DOD EMALL if it determines that prices have become unreasonable.

* See Clause DSCC 52.2169C34 – Economic Price Adjustment – Supplies.

Shipping. The customer will provide shipping addresses for each order placed through the DOD EMALL. Shipment shall be made by traceable means.

CONUS- (Domestic Shipments within the Continental USA) – Material shall be shipped to the address cited on the order.

OCONUS – (Shipments outside the Continental USA) – The Contractor may ship material directly overseas

or ship the material to a Container Consolidation Point (CCP) for forwarding overseas. For discussion of the appropriate packaging required for each method see the packaging clauses below.

Performance. The Defense Logistics Agency will evaluate the performance of vendors participating in the DOD EMALL. Areas reviewed shall be: Prices, delivery, quality, and conformance to the DOD EMALL contract. Vendors failing to comply with the material conditions of this contract will be suspended from participation in the EMALL. Upon demonstration to the satisfaction of the Contracting Officer that plans are established to improve performance, the contractor can be re-instated.

DISCLAIMERS.

The Defense Logistics Agency does not warrant the accuracy, completeness, or timeliness of information provided through DOD EMALL. The Defense Logistics Agency and the contractors who maintain the DOD EMALL infrastructure under the authority of DLA shall not be held liable for loss or damages resulting from information provided through these systems.

The Defense Logistics Agency reserves the right to change the terms and conditions for participation in the DOD EMALL. Vendors will be notified of such changes at least 15 calendar prior to implementation. The applies to changes that will impact vendor participation directly. Vendors can terminate participation at their discretion if the changes are unacceptable.

The vendor can terminate participation in the DOD EMALL for any reason and at any time. This must be accomplished in writing 10 days in advance and confirmed by the Contracting Officer. Such a termination of participation in DOD EMALL does not remove from the contractor the obligation to fill Individual delivery orders already in existence.

For further information concerning Termination of the contract please see FAR 52.212-04, Paragraphs [l] and [m].

52.211-16 Variation in Quantity. (Apr 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

00 Percent increase 02 Percent decrease

This increase or decrease shall apply to ALL ITEMS.

52.212-04 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirement of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C 3727). However, when a third party makes payment (e.g. use of the Government wide commercial purchase card) the Contractor may not assign its rights to receive payment under this contract.

(c) Changes

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under this contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated by reference.

(f) Excusable delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of

the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather,

and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and Address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and.
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic Funds Transfer (EFT) banking information.

(A) The Contractor shall include (EFT) banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or

foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment.

The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronics Funds Transfer (EFT)

If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments.

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of a termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118 Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
- (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

(t) Central Contractor Registration (CCR)

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in

- (i) FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to
 - (A) change the name in the CCR database;
 - (B) comply with the requirements of Subpart 42.12; and
 - (C) (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract. (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract. (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553) 52.222-3,
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:
 - _____ (1) 52.203-6, Restrictions on Subcontractors Sales to the Government (July 1995) with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - _____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C 657a).
 - _____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C 657a).
 - _____ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - _____ (ii) Alternate I (MAR 1999) of 52.219-5.
 - _____ (iii) Alternate II (June 2003) of 52.219-5.
 - _____ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C 644).
 - _____ (ii) Alternate I (OCT 1995) of 52.219-6.
 - _____ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C 644).
 - _____ (ii) Alternate I (OCT 1995) of 52.219-7.
 - _____ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C 637 (d) (2) and (3)) .
 - _____ (8) (i) 52.219-9, Small Business Subcontracting Plan (June 2002) (15 U.S.C 637 (d) (4)).
 - _____ (ii) Alternate I (OCT 2001) of 52.219-9.
 - _____ (iii) Alternate II (OCT 2001) of 52.219-9.
 - _____ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C 637 (a)(4)).
 - _____ (10) 52.219-4, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the preference, it shall so indicate in its offer.)
 - _____ (11) 52.219-25, Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103- 355, section 7102, and 10 U.S.C. 2323)
 - _____ (12) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Contracting (OCT 2000) (Pub. L. 103- 355, section 7102, and 10 U.S.C. 2323)
 - _____ (13) 52.222-3, Convict Labor (June 2003) (E.O.11755)
 - _____ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126).
 - _____ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
 - _____ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - _____ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - _____ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (U.S.C. 793).

- _____ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- _____ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d)
- _____ (22)(i) 52.225-1, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- _____ (ii) Alternate I (MAY 2002) of 52.225-3.
- _____ (iii) Alternate II (MAY 2002) of 52.225-3.
- _____ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note)
- _____ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003)(E.O.S. Proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury)
- _____ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849)
- _____ (26) 52.225-16, Sanctioned European Union Country End Services (FEB 2000) (E.O. 12849)
- _____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003). (31 U.S.C. 3332).
- _____ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332)
- _____ (31) 52.232-34, Payment by Third Party (May 1999) (31 U.S.C. 3332)
- _____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 522a)
- _____ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- _____ (ii) Alternate I (APR 1984) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- _____ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.)
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.)

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at FAR 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or

partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212)
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989). Flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercials a minimum number of additional clauses necessary to satisfy its contractual obligations

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) DFARS

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement provisions of law applicable to acquisitions of commercial items or components:

<u>X</u>	52.203-3	Gratuities (APR 1984) (10 U.S.C. 2207)
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- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

<u>X</u>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)
<u>X</u>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan(DOD Contracts) (APR 1996) (15 U.S.C. 637)
<u>X</u>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(JUN 1997) (15 U.S.C. 637 note)
<u>X</u>	252.225-7001	Buy American Act - Balance of Payment Program (APR 2003) 41 U.S.C. 10a -10d, E. O. 10582).
<u> </u>	252.225-7012	Preference for Certain Domestic Commodities. (FEB 2003) (10 U.S.C. 2533a).
<u>X</u>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<u> </u>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<u>X</u>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (<u> </u> Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L 104-61 and similar sections in subsequent DOD appropriations acts)..
<u>X</u>	252.225-7021	Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note.)
<u>X</u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779)
<u>X</u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments(APR 2003) (22 U.S.C. 2755)
<u>X</u>	252.225-7036	Buy American Act—North American Free Trade Agreement Implementation Act-- Balance of Payment Program (APR 2003) (<u> </u> Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
<u>X</u>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
<u>X</u>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L 107-248).
<u>X</u>	252.227-7015	Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320)
<u>X</u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
<u>X</u>	252.232-7003	Electronic Submission of Payment Requests (MAR 2003 (10 U.S.C. 2227)
<u>X</u>	252.243-7002	Requests for Equitable Adjustment. (MAR 1998) (10 U.S.C. 2410)
<u>X</u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<u> </u> Alternate I) (MAR 2000) (<u> </u> Alternate II) (MAR 2000) (<u> </u> Alternate III) (MAY 2002) (10 U.S.C. 2631)
<u>X</u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

<u>X</u>	252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2233a).
<u> </u> X	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
<u> </u> X	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

FAR 52.212-2 Evaluation-Commercial Items. (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Performance

For the DOD EMALL, both factors are of equal importance

(2) Price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

THE FOLLOWING ADDITIONAL CLAUSES ARE SET FORTH IN FULL TEXT:

52.217-5 Evaluation of Options. (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.216-1 Type of Contract. (Apr 1984)

The Government contemplates award of a **Firm Fixed Price with economic price adjustment** contract resulting from this solicitation.

DSCC 52.246-9C31 LOCATION OF INSPECTION AND ACCEPTANCE (Jun 1987)

No Source Inspection required, acceptance shall be by Fast Payment Procedure (AUG 1988) (FAR 52.213-1) which is incorporated by reference per FAR 52.252-2.

DESC 52.216-9E04 ORDERS

Orders issued pursuant to any contract issued as a result of this solicitation shall contain, at a minimum, the following information:

- | | |
|--|--|
| a. Date of Order. | e. Place of delivery or performance (including consignee). |
| b. Contract number and order number. | f. Packaging, packing and shipping instructions, if any. |
| c. Item number and description, quantity and unit price. | g. Accounting and appropriation data. |
| d. Delivery or performance date. | |

DLAD 52.212-9000 Changes – Military Readiness (Mar 2001)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall

modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-

- (i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
- (ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

FAR 52.247-34 FOB: Destination**DSCC 52.246-9C06 - ACCEPTANCE AT DESTINATION (NOV 1995)****DLAD 52.233-9000 AGENCY PROTESTS (SEP 1996)**

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

FAR 52.233-2 Service of Protest. (Aug 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :
- (b) Contracting Officer: Jim Secrist
DSCC-NL
P. O. Box 16704
Columbus, OH 43216-5010
- (c) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO

DSCC 52.216-9C03 - CONTRACT PERIOD (MAR 1981)

- (a) The contract period will be for two years beginning
[x] on date of award;
[] on a date to be specified not later than ____ days after date of award.
The effective date of the contract will be stated in the award.

(b) If this solicitation provides for a partial set-aside, contracts awarded for the set-aside portion of this acquisition will contain the same terms and conditions as in this solicitation. The contract period for the set-aside portion will be adjusted to expire on the ending date for the non-set-aside contract; however, orders will be equitably distributed between the non-set-aside and the set-aside contracts based on the contract period of the non-set-aside contract.

DSCC 52.217-9C14 . OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES (MAY 1989)

- (a) The Government may extend the term of this contract for 4 periods OF 730 calendar days each by written notice to the contractor within the time specified in the schedule.
- (b) The total duration of this contract, including the exercise of any option under this clause, shall not exceed 3650 calendar days.

DSCC 52.232-9C04 - ELECTRONIC INVOICING (OCT 2000)

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WInS).

For detailed information concerning electronic invoicing applications, EDI, transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<http://ecweb.dfas.mil> - This site is for DFAS-CO Web based Invoicing System (WInS). Look under the Help Button for "These are your Web Invoice Test Partners".

<http://www.dfas.mil> - Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives

DSCC 52.211-9C17- PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUL 2000)

- (a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
- (b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or part Number if NSN is not available; Quantity; Unit of Issue.
- (c) In addition, for all DIRECT SHIPMENTS to overseas and domestic consignees, including shipments to Consolidation and Containerization Points, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph "c" is not applicable to shipments to a Government Packing Facility).

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 365 calendar days after the effective date of contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

DSCC 52.216-9C06 - CONTRACT LIMITATIONS (MAR 1998)

[] (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

(1) Minimum Quantity or Dollar Figure: \$ 1

(2) Maximum Quantity or Dollar Figure: \$ 5,000,000.00

The Government is obligated to order only the minimum quantity or dollar figure stated above.

[] (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph (a) will be doubled.

[] (c) Multiple NSNs - The **CONTRACT MINIMUM** will be , which is the total of the individual quantities or dollar estimates for all NSNs listed below. The totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN awarded. The **CONTRACT MAXIMUM** will be .

NSN	Minimum Quantity or Dollar Value

CHECK APPLICABLE BLOCK:

() Contract period as defined in this clause means the extended contract shall be inclusive of the option period.

(X) Contract period as defined in this clause means a separate contract period for the initial basic and each option year.

DSCC 52.211-9C18 - LABELS (FEB 2003)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with MIL-STD-129 (latest revision). Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required when forwarding to a Government Packing Facility or for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dsccl.dla.mil/Offices?Packaging/Forms.html <<http://www.dsccl.dla.mil/Offices?Packaging/Forms.html>>

DSCC 52.215-9C13 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of 0 percent over the **Solicitation** maximum order limitation called for in this contract, or at a quantity not to exceed * if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.
*to be negotiated

ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS) (AUG 1985)

The contractor is responsible for requiring carriers to give telephone notice of delivery to the consignee Transportation Officer (Transport Control/Prelodge Desk), at least 24 hours prior to delivery of freight shipments (other than small parcels). All bills of lading must be annotated to reflect this requirement.

DSCC 52.247-9C12 Shipping Instructions (JUL 1995)

Shipping instructions will be provided with individual delivery orders. Destinations include various DOD EMALL using activities.

DSCC 52.247-9C05 - FOREIGN MILITARY SALES (FMS) FOB DESTINATION SHIPPING INSTRUCTIONS (JUN 2001)

For all Foreign Military Sales (FMS) shipments with FOB point at destination items shall be shipped by a carrier that can provide evidence of shipment or proof of delivery in compliance with MAPAD (Military Assistance Program Address Directive) and DOD 4500.9-R, not by parcel post unless registered or shipped by some other traceable means. The contractor shall provide proof of shipment/delivery to the cognizant Transportation Office. The contractor is only responsible for transportation costs to the freight forwarder or Government port (except for Canadian FMS that are shipped direct to Canadian addresses).

NOTE: The following fill-in location area below does not pertain to IDC basics and corporate contracts.

DLAD 52.225-9002 FMS Shipping Instructions (June 1998)

The Contractor shall contact the transportation officer (TO) at the contracting activity that awarded this contract or placed the order against the contract, unless contract administration responsibilities were assigned to an office other than contracting activity that awarded the contract, for shipping instructions prior to shipment. For contracts administered by the Defense Contract Management Agency (DCMA), the Contractor must submit a DD 1659, application for U.S. Government Shipping Documentation/Instructions, to the transportation office for shipping instructions 18 days prior to shipment.

DSCC 52.247-9C02 - SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002)

Comply with paperwork requirements of Clause **DSCC 52.211-9C17 (JUL 2000)**, "PACKING LIST/INVOICE/SHIPPING DOCUMENTS".

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown "in the clear" with each individual CLIN on Schedule Continuation Sheet(s) in each Order.

DSCC 52.247-9C03 - SHIPPING INSTRUCTIONS (EXPORT) (JUL 2003)

Comply with paperwork requirements of Clause **DSCC 52.211-9C17) (JUL 2000)**, "PACKING LIST/INVOICE/SHIPPING DOCUMENTS"e/Shipping Documents".

MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN:

- (1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.
- (2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.
- (3) Parcel post shipments to an APO/FPO address must be addressed to the "Commander" or "Commanding Officer" if there is no title preceding the address. Shipments must be annotated under the return address as follows: "CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS."
- (4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08 (DSCC 52.211-9C20, Shipper's Declaration for Dangerous Goods).
- (5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).
- (6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See Clause F04, DSCC 52.247-9C04, Point of Contract for Transportation Instructions.)
- (7) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

- (1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984).
- (2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Clause F04, DSCC 52.247-9C04, Point of Contract for Transportation Instructions) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.
- (3) Shipments to Container Consolidation Points (CCPs):
 - (a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clause D06, DSCC 52.211-9C15, Preparation for Delivery.
 - (b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:
 - (i) Cargo requiring refrigeration/temperature control.
 - (ii) Classified or sensitive items requiring signature control.
 - (iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.
 - (iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.
 - (v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.
 - (vi) Type 1 shelf life items,
 - (vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

Mail address of the ultimate Consignee and "MARK FOR" information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

DSCC 52.246-9C40 - PACKING AND MARKING REQUIREMENTS (FEB 2003)

Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129 (Latest Revision).

NOTE: (Applicable to negotiated solicitation (RFPS). Offers that do not comply with the packaging and marking requirements as specified in this solicitation may be subject to rejection as being technically unacceptable.

CHANGES IN PALLETIZATION REQUIREMENTS

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-manufactured Wood Packing Material (NMWPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC):

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of 'NC', 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

All contracts and orders where NMWPM may be used to ship material to U. S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container Consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, and the aerial ports of embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station Norfolk, VA; and Charleston Air Force Base, SC to the affected countries

Additional information is available on the DSCC Packaging website:
<http://www.dscccols.com/offices/packaging/index/.html>

PREPARATION FOR DELIVERY (DSCC 52.211-9C16)(MAR 2001)**1. DLA Stock Shipments: DoD EMAIL does not require packaging for stock.**

All orders for DLA Stock shipments shall be packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D coded packaging requirements, and Bar-coding in accordance with AIM BC 1 Uniform Symbology Specification Code 39). The supplemental palletization instruction sheet, Palletization No. DC1636P001, will be applicable to each order, when required.

2. Direct Vendor Delivery (DVD) Shipments:

a. CONUS (within the Continental United States) and O-CONUS (Outside the Continental United States) Priority 01 through 08 Shipments: (Note - For Priority 01 and 02 overseas shipments, please contact the transportation office at 614-692-7038 for shipping instructions.)

(1) Standard commercial in accordance with ASTM-D-3951.

(2) Barcoding in accordance with ANSI/AIM BC 1 shall apply for all shipments regardless of destination **(Also See Clause DLAD 52.211-9008).**

(3) Marking shall be i/a/w Mil-Std 129 (latest revision) include, at minimum, the following information:

UNIT CONTAINER MARKING REQUIREMENT:

Identification Marking: National Stock Number
 Item Nomenclature (Optional)
 Quantity (as measured in U/I)
 Part Number
 Contract Number (including call number, if applicable)
 Method of Pack/Date of Pack

SHIPPING CONTAINER MARKING REQUIREMENTS:

Shipping Label: Transportation Control Number
 From: Name and address of Consignor

To: (1) Name and address of Consigned (DODAAC)
 and in-the-clear address.
 (2) Project Code (if applicable).
 (3) Piece Number, and total pieces.
 (4) WT. & CU.
 (5) Method of Pack/Date of Pack

(4) Bar Code Label is required on shipping documents (See Clause DLAD 52.211-9008).

b. **Priority 09 through 15 and FMS (Foreign Military Sales) Shipments:** Shall be packaged to MIL-STD-2073-1D, marking i/a/w MIL-STD-129 (latest revision). The supplemental palletization instruction sheet, Palletization No. DC1636P001, will be applicable to each order, when required. (Packaging code requirements will be provided upon award of contract or in individual orders not issued electronically).

c. **Credit Card Orders:** Packaging shall be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.

3. **Fast Pay Orders:** The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked "FAST PAY."

4. **Oxygen Cleaning:** Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D and MIL-STD-1330.

5. **Hazardous Material:** Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions, Excluding paragraph 1.4 of chapters I and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years. If Hazardous Material will be offered for transportation by Military air see clause D08, DSCC 52.211-9C20, Special Handling Data/Acknowledgement.

6. **Prohibited Cushioning and Wrapping Materials:** Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.

7. Any questions concerning packaging may be addressed by calling **DSCC-VSP** at 614-692-3345 (commercial) or DSN 850-3345. FAX: 614-692-1901

DLAD 52.211-9008 Marking - Bar Coding Requirements For Direct Vendor Delivery (DVD) Shipments (DEC 2001)

This bar coding requirement is applicable only to shipment of material to a location other than a DLA Distribution Depot (i.e., direct vendor deliver), (DVD). In addition to other marking requirements in this agreement, the following separate lines of bar coded data, with Human-Readable Interpretation (HRI) printed directly below the element, shall be provided:

- (1) Document number and suffix
- (2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number)
- (3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, condition code, Distribution code, and unit price.

These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BCI.*

Notes: In bar code element 1, the Document Number above consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/order as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above, for all award numbers beginning "SP07" the RIC is "S9C"; for all award numbers beginning "SP09" the RIC is "S9E"; the appropriate "UI" will appear as a two digit alpha character; the "QTY" will appear as a five position code, including zero fillers left of the number; the condition code will always be listed as an "A," the distribution code will be a two position zero filled code; and the unit price will be a six position zero filled code. No spaces shall separate the individual data elements.

* Copy of AIM BCI is available from:

AIM USA
634 Alpha Drive
Pittsburgh, PA 15238-2802
(412) 963-8588

(h) If offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-12. In the event an award is made to an offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

FAR 52.216-22 Indefinite Quantity. (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 10 years after effective date.

DSCC 52.247-9C04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JAN 2003)

- (a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.
- (b) DSCC Administered orders:
- (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)
 - (2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master Solicitation is located at: <http://DIBBS.dscc.dla.mil/refs/provclauses/>

DSCC 52.246-9C34 - MARKING REQUIREMENTS (FEB 2003)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129 (latest revision), "Marking for Shipment and Storage". In addition to MIL STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD 129 (latest revision) marking. If the marking space on the MIL-STD-129(latest revision) identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

- (a) Semiconductor Devices procured under MIL-PRF-19500M:
 - (1) Part or Identifying Number (PIN)
 - (2) Manufacturer's ID and symbol
 - (3) Lot identification code and code of assembly plant (if applicable)
 - (4) Beryllium oxide identifier (if applicable)
 - (5) Electrostatic discharge sensitivity identifier (if applicable)
 - (6) Country of origin
 - (7) DMS Marking (if applicable)
- (b) Microcircuits procured under MIL-M-385 I OJ, Notice I:

(1) PIN	(5) Country of origin
(2) Identification code	(6) 'JAN' certification mark
(3) Manufacturer's identification	(7) Special marking
(4) Manufacture's designation symbol	(8) Electrostatic discharge sensitivity identifier
- (c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification
 - (1) Identification number
 - (2) Manufacturer's identification
 - (3) Manufacturers date code
- (d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code "39" (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129(latest revision).

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129(latest revision).

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

(b) MULTIPACKS:

(1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, unit packs and intermediate containers in the multipack shall be bar coded.

(2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Air Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129(latest revision) is required.

6. Parcel Post APO/FPO Shipments: The statement "Contents for Official Use. Exempt from Customs Requirements" be annotated above the mailing address.

7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

8. WARRANTY MARKINGS (JUN 97). When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129(latest revision).

DSCC 52.246-C32 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (JAN 2001)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

DSCC Exclusion:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however, clause E30, DSCC

52.246-9C34 - Marking Requirements, applies):

(1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.

(2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.

(3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

FAR 52.216-19 Order Limitations. (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$ 100,000;

(2) Any order for a combination of items in excess of \$ 100,000; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with

written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

DSCC 52.216-9C34 -ECONOMIC PRICE ADJUSTMENT – SUPPLIES - DoD EMALL (APR 2001)

(a) The Contractor warrants that the unit prices offered shall always be as low or lower than prices being offered to its most preferred customers for purchase of similar quantities of the item under comparable terms and conditions.

(b) Definitions: As used in this clause,

(1) The term "contract date" means the date of award for negotiated solicitations.

(2) The term "contract year" means an annual period of 365/366 days beginning on the initial contract date, or on the first or subsequent anniversary of the contract date, and ending on the day preceding the next annual anniversary of such date.

(c) This clause provides for the incorporation of the Contractor's revised prices, in accordance with the vendor's established pricing structure, into the contract for use throughout the life of the contract, subject to the limitations of this clause.

(d) Price decreases may occur at any time and are not subject to any limitation. Price increases shall not exceed 05 percent of the highest contract unit price for the item during the preceding contract year.

(e) Any dispute under this clause shall be resolved in accordance with the Disputes Clause of this contract.

The Following Clauses are included by Reference:

FAR 52.215-6- Place of Performance (OCT 1997)

FAR 52.222-22 - Previous Contracts and Compliance Reports (FEB 1999)

FAR 52.223-4 - Recovered Material Certification (OCT 1997)

FAR 52.223-6 – Drug-Free Workplace (MAY 2001)

FAR 52.223-11 – Ozone Depleting Substances (MAY 2001)

FAR 52.252-5 - Authorized Deviations in Provisions (APR 1984)

FAR 52.252-6 - Authorized Deviations in Clauses (APR 1984)

DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998)

DFARS 252.209-7001 Disclosure of Ownership or Control by a Foreign Government (SEP 1994)

DFARS 252.225-7013 - Information For Duty-Free Entry Evaluation (APR 2003)

DLAD 52.211-9004 – Priority Rating For Various Long-Term Contracts (MAR 2000)

DSCC 52.215-9C04 – Production Facility Changes (APR 1985)

FAR 52.247-34 - FOB: Destination

DSCC 52.246-9C06 – Acceptance at Destination (NOV 1995)

DSCC 52.204-9C01 - RECORDS RETENTION REQUIREMENTS (JUN 1980)

The Contractor shall retain receiving and inspection report records, consisting of reports reflecting receipt and inspection of supplies, equipment and material for four (4) years from the date of final payment under this contract and shall make them available upon request, to the Comptroller General of the United States, the Contracting Officer, or their authorized representatives.

DSCC 52.211-9C20 – SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2003)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFJ 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129 (latest revision) and the military publication cited above.

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003)

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline
Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

For FMS requirement with FOB point at destination, use:

_____ (City, State, Zip Code) as tentative shipping location so that transportation costs are included in quote.

DSCC 52.246-9C13 - SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999)

When the acquisition item description (AID) identifies supplies by manufacturer's name, CAGE code, and part number, the specified item(s) are the only item(s) acceptable under this contract. The contractor may not substitute a different item after award.

FAR 52.212-1 Instructions to Offerors--Commercial Items. (Oct 2003)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized

representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil/>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

DSCC 52.211-9C21 - REFERENCED SPECIFICATIONS (AUG 2001)

The effective issue or revision of specifications, standards, or other documents referenced in the cited specifications or in the purchase item description (Section B) shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) available at <http://assist.daps.mil/> that is in effect on the first day of the month in which the solicitation is issued.

FAR 52.212-3 OFFEROR REPRESENTATION AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2003)

(a) *Definitions* . As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a small business concern --

- (1) Is at least 51 percent owned by one or more women or, in the case of any public owned business , at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women

“Women-owned small business concern” means a small business concern --

- (1) Is at least 51 percent owned by one or more women or, in the case of any public owned business , at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women

(b) *Taxpayer Identification Number* (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number* (TIN)

TIN: ☐ _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax exempt);
- ☐ Corporate entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common Parent

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent

Name _____ TIN _____

(C) Offerors must complete the following representations when the resulting contract is to be performed in the United States, or its outlying areas. Check all that apply.

(1) *Small business concern*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is ☐ is not a veteran-owned small business concern

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industries Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business concern.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror Represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) *Certifications and Representations Required to Implement provisions of Executive Order 11246--*

(1) Previous Contracts and Compliance. The Offeror represents that --

(i) It ☐ has ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation ; and (ii) It ☐ has ☐ has not filed all required compliance reports; and

(2) *Affirmative Action Compliance.* The offeror represents that

(i) It ☐ has developed and has on file, or ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause entitled "Buy American Act - - "Balance of Payments Program - - Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. Country of Origin

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement - - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act - North American Free Trade Agreement - - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No Country of Origin

(Insert line item numbers)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ☐ has ☐ has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

DFARS 252.212-7000. OFFEROR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL ITEMS (NOV 1995)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

FAR 52.223-3 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

Material Identification Number. If none, insert "None."

DFARS 252.223-7001- HAZARD WARNING LABELS (DEC 1991)

Material (If none, insert "None.") Act

DLAD 52.223-9000 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992)

(2) Check here ☐ if an MSDS accompanies your offer. Where this is the case, the MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number.+

FAR 52.227-6 Royalty Information. (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

FAR 52.223-13 Certification of Toxic Chemical Release Reporting. (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors: (A) Major group code 10 (except 1011, 1081, and 1094). (B) Major group code 12 (except 1094). Major group codes 20 through 39. (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce). (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.) or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis);

☐ (v) The facility is not located within the United States or its outlying areas.

FAR 52.223-4 Recovered Material Certification. (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications

FAR 52.215-6 Place of Performance.

As prescribed in 15.209(f), insert the following provision:

Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of Plant or Facility if other than Offeror or Respondent.

FAR 52.209-1 Qualification Requirements. (Feb 1995)

(a) *Definition.* "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.